

REMARKS

In an office action dated January 11, 2006, the Examiner rejected claims 1-9 under 35 U.S.C. §112, second paragraph, as indefinite; rejected claim 1-9 and 21-30 under 35 U.S.C. §103(a) as obvious over Interlotto press release “Interlotto launches first online scratch cards...” (herein *Interlotto*) in view of Jaffe, “Beware Charity Season Scams” and Molbak et al. (US 5,909,794); rejected claims 4-7 under 35 U.S.C. §103(a) as unpatentable over *Interlotto*, *Jaffe* and *Molbak* in view of Torango (US 2003/00600279); rejected claim 9, 26 and 31 under 35 U.S.C. §103(a) as unpatentable over *Interlotto*, *Jaffe* and *Molbak*, and further in view of Ziarno (US 6,253,998).

Indefiniteness

Applicant has amended claim 1 to recite “pledge” consistently as a noun, i.e., to recite “enabling the user to make an optional pledge...”. Applicant has further changed “input” to “inputted” in line 5 as requested by the Examiner.

Dependent claim 6 has been cancelled and the rejection thereof is moot.

Dependent claim 7 has been amended to recite “potential payout”, and “for winning the game”, as requested by the Examiner.

Prior Art

The independent claims have been amended to clarify certain aspects of the claimed invention, if such a clarification be necessary. In particular, applicant has generally replaced the word “result” with “payout”, to clarify that the pledge is contingent on a personal winning to the player, and not on some generalized profit or loss of the casino or gaming organization.

Additionally, claim 1 has been amended in various respects to clarify that the making of the

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pledge is optional to the player, and is not required as a condition for participating in the gaming option. As amended, the claims are patentable over the cited art. Various amendments have been made to the dependent claims to conform to the changed language of the independent claims.

In the final rejection before appeal, the Examiner relied on *Interlotto* and *Jaffe*. Applicant discussed those references thoroughly in his appeal brief filed previously herein. Applicant therefore incorporates by reference the remarks made therein, without necessarily repeating verbatim everything said in the appeal brief and in the previous office actions.

In the present office action, the Examiner additionally cites *Molbak*. *Molbak* discloses an automated system for receiving charitable donations. *Molbak*'s system is something like an automated teller, in which a user (donor) is allowed to select from among multiple potential charitable donees, and to specify an amount of a donation (which could be by cash, credit card, bank transfer, etc.). *Molbak* shows the automated making of contributions, but their system has nothing whatsoever to do with gaming. I.e., there is nothing in *Molbak* which is remotely connected with gaming, nothing which makes the contributions contingent upon the outcome of a gaming event (or on any other event, for that matter), and nothing which deducts a contribution from the proceeds of a gaming event. It is simply an automated teller which receives unconditional charitable donations, pure and simple.

As pointed out in applicant's appeal brief previously filed herein, the essential feature of applicant's invention is the making of a ***contingent pledge***, i.e., a pledge which is contingent on the pledgor/user winning something in a gaming transaction. This pledge is made before the user knows the results of the gaming transaction. The theory of this arrangement is that it exploits human psychology, by requesting a donation of something the user doesn't yet have (and may never have), and encourages those users who believe in luck (as most gamblers do) to tie their gaming activities to charitable contributions in order to bring them good luck.

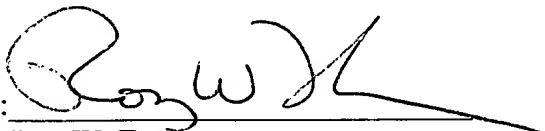
The Examiner appears to have construed the word “result” broadly to include any form of result of gaming activities, even those not directly related to the user. Specifically, *Interlotto* disclose an Internet gaming system in which a portion of the net profits of the gaming organization is donated to a charity. The Examiner appears to reason that the net profits of *Interlotto*’s gaming organization is equivalent to applicant’s recited “result”. While applicant believes that any fair reading of the claims would interpret “result” to refer to the individualized result of gaming activity of the user, to the extent the Examiner feels otherwise, applicant is willing to amend the claims for clarification. Applicant has accordingly amended all independent claims herein to generally substitute “payout” for “result”. The amendment is intended to clarify that the pledge is contingent upon the personal result of the user, i.e. the payout to the user, rather than some generalized net profits made by the casino on multiple transactions from a large number of users.

Not one of the cited references teaches or suggests this feature of a pledge which is contingent on the payout to the user. *Interlotto* shows a lottery in which a portion of the gaming organizations profits go to charity, but this is independent of the results of any particular user. Users are not asked to make a pledge, there is no pledge of the user which is contingent on the individual user’s results, and nothing is deducted from his winnings to satisfy the pledge. *Jaffe* discloses that a user is sometimes given a lottery ticket or similar chance of winning something in exchange for a charitable contribution, but the charitable contribution itself is fixed, absolute, and not contingent on anything, and is not satisfied from the user’s winnings, should there be any. As explained above, *Molbak* doesn’t even relate to gaming, and does not disclose any form of contingent pledge or contribution to a charitable organization. The remaining secondary references similarly fail to teach or suggest, either alone or in combination, such a contingent pledge.

In view of the foregoing, applicant submits that the claims are now in condition for allowance and respectfully requests reconsideration and allowance of all claims. In addition, the Examiner is encouraged to contact applicant's attorney by telephone if there are outstanding issues left to be resolved to place this case in condition for allowance.

Respectfully submitted,

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